

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

BYLAW NO. 80-19

**A BYLAW TO AUTHORIZE THE EXECUTION OF AN ABOUT FACE FAÇADE
IMPROVEMENT GRANT AGREEMENT BETWEEN THE CORPORATION OF THE
MUNICIPALITY OF STRATHROY-CARADOC AND MARK GRAHAM RE 71 FRANK
STREET**

WHEREAS Council deems its expedient to enter into an About Face Façade Improvement Grant Agreement with Mark Graham Re: 71 Frank Street.

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC AS FOLLOWS:

1. That the Mayor and the Clerk be authorized to execute on behalf of the Corporation of the Municipality of Strathroy-Caradoc an About Face Façade Improvement Grant Agreement with Mark Graham Re: 71 Frank Street.
2. That this Bylaw shall come into force and take effect upon the date of its final passing in Open Council.

Read a FIRST and SECOND time this 2nd day of December, 2019

Read a THIRD time and FINALLY PASSED in Open Council this 2nd day of December, 2019

Mayor

Clerk

EXECUTION AGREEMENT

ABOUT FACE FAÇADE IMPROVEMENT GRANT

THIS AGREEMENT made this 2nd day of December, 2019.

BETWEEN:

Mark Graham

(hereinafter called the "Applicant")

-and-

The Municipality of Strathroy-Caradoc

(hereinafter called the "Municipality")

WHEREAS the Applicant is the registered owner of the lands in the Municipality which are particularly described in the attached Schedule "A" (hereinafter known as "the Site");

AND WHEREAS the Applicant has applied to the Municipality for an About Face Façade Improvement Grant (hereinafter called "the Grant");

AND WHEREAS Section 28 of the Planning Act, R.S.O., 1990, c.P.13 permits a Municipal Council to provide loans and grants to property owners in a designated area for the purposes of community improvement;

AND WHEREAS the Site is located within an area designated for community improvement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Applicant and the Municipality hereby covenant, promise and agree as follows:

1. DEFINITIONS

The words and phrases defined in this paragraph shall, for all purposes of this Agreement and shall, for all purposes of this agreement supplemental hereto, have the meaning herein specified, unless the context expressly or by necessary implication otherwise requires:

"Agreement" shall mean this Execution Agreement.

"Applicant" shall mean the individual, group, corporation, etc. who have applied to receive funds under the About Face Façade Improvement Program and who have entered into this agreement.

"Required Receipts" shall mean the documentation describing what works were completed by the Applicant and the associated costs.

"The Site" shall mean the building to which the Applicant has applied for grant money and intends to renovate, rehabilitate, etc.

2. PAYMENT

- 1) The Municipality shall commit monies for a cash payment to the Applicant for the completion of the works specified in Schedule "B" of the Agreement, for no more than \$6,000.00.
- 2) The total value of the grant monies provided shall not exceed the value of the work completed. More specifically, the Final Amount payable by the Municipality shall be determined by the Required Receipts and shall be the lesser of fifty percent of the total costs or \$6,000.00 and shall not exceed the amount specified in Subsection 2(1).
- 3) The Applicant acknowledges and agrees that the cash payment referred to in Subsection 2(1) is for the purpose of improving the façade of the Site, as described in Schedule "A" of this Agreement.
- 4) Furthermore the Applicant acknowledges and agrees that the cash payment referred to in Subsection 2(1) shall only be provided subject to the conditions as established in Section 3 of this Agreement.

3. CONDITIONS

- 1) Grants are not payable by the Municipality until such time as all taxes outstanding has been paid to the Municipality. Grants are also not payable by the Municipality until such time as all possible assessment appeals have been filed and decided. If property taxes are owing on the Site for more than one full year,

the Municipality will have the option, without notice and at its own discretion, of terminating the grant payments, thereby eliminating all grant obligations to the Applicant.

- 2) If all or a portion of the Site is demolished within one year of the Grant being paid by the Municipality it shall cause the grant to be forfeited and be repayable to the Municipality. It is to be repaid on, or before, the first day of municipal tax collection following the demolition. Demolition, in part, may be permitted entirely at the discretion of the Municipality without a requirement for repayment, but only in those instances where a written request by the property owner is received and a corresponding letter of permission is granted to the Municipality.
- 3) The Applicant will be responsible for ensuring that they can be contacted by the Municipality for the purpose of delivering the grant payment. If applicants cannot be reached over a protracted period (greater than one year), the Municipality will have the option, without notice at its own discretion, of terminating the grant payment, thereby eliminating all grant obligations to the Applicant.
- 4) Prior to the issuance of the grant monies by the Municipality, the Applicant agrees to provide all Required Receipts to the Municipality for review and the Municipality may, at its discretion, refuse payment of the grant or a portion thereof if the Municipality is not satisfied that the Required Receipts adequately account or describe what works and associated costs were undertaken.
- 5) Prior to the issuance of the grant monies by the Municipality, the Applicant agrees to permit the Chief Building Official or their designate to enter onto the property for the purposes of inspecting the works undertaken. The Municipality may, at its discretion, refuse payment of the grant or a portion thereof if, in the opinion of the Chief Building Official, the works undertaken were not in accordance with good workmanship and/or do not meet the requirements of any municipal, provincial or federal building or safety regulations.
- 6) The Applicant may be required at the discretion of the Municipality to post a sign advertising the About Face Façade Improvement Program for a period of no more than two months. Said sign shall be provided by the Municipality, and be posted in a location visible from the street.

4. DECLARATIONS

IN WITNESS WHEREOF Mark Graham have hereunto set their hands.

Witness

Mark Graham

IN WITNESS WHEREOF the Corporation of the Municipality of Strathroy-Caradoc has hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

Per: _____
Joanne Vanderheyden, Mayor

Per: _____
Fred Tranquilli, Clerk

Schedule "A"

71 Frank Street
391600009021900
PLAN 293 LOTS 1,2 & 3

Schedule "B"

Brick and structural repair to front of building.

Authorized by Bylaw No. 80-19
adopted the 2nd day of December, 2019